

# FLY JET SPORTS LIABILITY RELEASE FORM

THIS IS AN IMPORTANT LEGAL DOCUMENT. BY SIGNING THIS DOCUMENT, YOU ARE AGREEING TO GIVE UP CERTAIN LEGAL RIGHTS. PLEASE READ IT CAREFULLY BEFORE SIGNING.

You must agree to and sign this waiver in order to purchase, rent, or operate a Fly Jet Sports and must be 18 years of age or older. All users of the Fly Jet Sports must go through the User and Safety Course through Fly Jet Sports or from a Fly Jet Sports authorized training facility by a Fly Jet Sports authorized instructor.

The undersigned is an operator of a Fly Jet Sports product. This product requires skill and precision to properly use and presents a great risk of injury or death from its misuse. In order to operate a Fly Jet Sports, the operator is required to release, in advance, the seller/owner from any and all liability and damages or injury from use of the Fly Jet Sports. You must read and comprehend the Fly Jet Sports User and Safety Manual (which can

be found online at: <http://Fly Jet Sports.com/docs/manual.pdf>). As an operator, you must agree to the following:

1. **ASSUMPTION OF RISK.** I am an adult and know and understand the scope, nature, and extend of the risks involved in the activities covered by this Agreement. I understand these risks include, but are not limited to: equipment malfunction and /or failure to function; defective and/or negligent design and /or manufacture of equipment; improperly and/or negligent assembly; improper and/or negligent use of the Fly Jet Sports and related equipment; carelessness and /or negligent instruction and/or supervision. I voluntarily, freely and expressly choose to incur all risks associated with the activities covered by the Agreement, understand that those risks may include personal injury, property damage, and/or death to myself or others.
2. **RELEASE FROM LIABILITY.** I release the following persons and parties, including all of each person's, corporations, and organizations officers, agents, servant, employees, representatives, lessors (hereafter released parties) from any and all liability, claims, demand or actions or causes of action whatsoever arising out of any damage, loss or injury to me or my property, or my death, while upon the premises of the purchaser or while participating in any of the activities covered by this Agreement, whether resulting for the negligence and /or any other fault, either active or passive of any of the released parties: Fly Jet Sports, (hereafter released party)
3. **COVENANT NOT TO SUE.** I agree never to institute any suit or action at law or otherwise, against any released party or to initiate or assist in the prosecution of any claim for damages or cause of action which I may have by reason of injury to my person or property, or my death, arising from the activities covered by this Agreement, whether caused by the negligence and/or other fault, either active or passive, or any of the released parties, or from any other cause, including equipment failure or design defects. I further agree that my heirs, executors, administrators, personal representative, and/or anyone else claiming on my behalf, shall not institute any suit or action at law or otherwise against any of the released parties, nor that they initiation or assist in the prosecution of any claim for damages or causes of action which I, my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf may have by reason of injury to my person or property, or my death, arising from activities covered by this Agreement, whether caused by the negligence and or other fault, either active or passive, of any of the released parties, or from any other cause. By signing this agreement, I hereby instruct my heirs, executors, administrators, personal representatives and/ or anyone claiming on my behalf not to pursue any claims against Fly Jet Sports or any released parties for damages, injury or death related to the use of the product. Should a suit or action be filed against Fly Jet Sports or any released parties by myself, my heirs, executors, administrators, personal representatives and /or anyone acting on my behalf, I agree that such released parties shall be entitled to recover attorneys fees and cost incurred in defense of such suit or action, including appeals
4. **INDEMNITY AGAINST THRID PARY CLAIMS.** I will indemnify, same and hold harmless the released parties from any and all claims, losses, and actions, or proceedings of every kind and character, including attorneys fees and expenses, which may be presented or initiated by any other persons or organizations and which arise directly or indirectly from my participation in the activities covered by this Agreement, whether resulting from the negligence and/or other fault, either active or passive, of any of the released parties or from any other cause.

5. **VALIDITY OF WIAVER.** I understand and agree that if I institute, or anyone on my behalf institutes, any suit or action at law or any claim for damages or cause of action against any of the released parties because of injury to my person or property, or my death, due to activities covered by this Agreement, this Agreement, including any additions or supplements to it, can and will be used as evidence in court, and that agreements like this one have been upheld in courts in similar circumstances.
6. **REPRESENTATIONS AND WARRANTIES.** I represent and warrant that I will watch the product video and read all instructions carefully prior to using this product as I realize that it is a dangerous product requiring above average physical ability to properly operate. I will follow all precautions and instructions with the Fly Jet Sports. I acknowledge that the use of the Fly Jet Sports creates an opportunity for harm or injury.
7. **WAIVER OF JURY TRIAL/VENUE/HEADINGS.** I agree that the law of the State of Florida shall apply to issues involving the construction, interpretation, and validity of this Agreement and that Florida law shall govern any dispute between the parties arising from the activities contemplated by this Agreement. Should this Agreement be violated and suit be brought against any of the released parties, my right to a jury trial is waived and Lake County, Florida shall be the sale venue and litigation venue for any such suit, which shall be tried non-jury. I agree that the headings and subheadings used in this Agreement are for convenience only and have no significance in the interpretation of the body of this Agreement.
8. **SEVERABILITY.** I agree that should one or more provision in this Agreement be judicially determined to be unenforceable, the remaining provisions shall continue to be binding and enforceable against me.
9. **CONTINUATION OF OBLIGATIONS.** I agree and acknowledge that the terms and conditions of this Agreement shall continue in full force and effect now and in the future at all times during which I use the Fly Jet Sports, either directly or indirectly, in all the activities covered by this Agreement, and shall be binding upon my heirs, executors, administrators, personal representatives, and or anyone else claiming on my behalf. Should the purchaser lend, lease, rent or allow any other person to use the Fly Jet Sports, the purchaser agrees that such persons shall first sign a release of the rights enumerated above, and receive proper instruction and caution in its use.
10. **ACKNOWLEDGMENT.** I hereby acknowledge that I have read all of the provisions above and fully understand the terms and conditions expressed therein and agree to be bound by such terms and conditions.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Emergency Contact**

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_